October 10, 2012

The Board of Education met in regular session on October 10, 2012 at 7:00 p.m. in the Circleville District Office, 388 Clark Drive, Circleville, Ohio.

Vice President Dan Bradhurst called the meeting to order and led the group in the Pledge of Allegiance.

On roll call, the following members were present: Dan Bradhurst, Amy DeLong, Tony Reeser and Todd Stevens.

Tony Reeser, Legislative Liaison, presented his report to the board.

Student Board Members Ethan Kitchen and Samantha Stevens reported on activities at the high school.

Kirk McMahon presented his report to the board.

Chris Williams arrived at 7:10 p.m.

On a motion by Mrs. Williams, seconded by Mr. Stevens, the board approved the minutes of the September 12, 2012 regular board meeting.

Mrs. Williams – yeas; Mr. Bradhurst – yes; Mrs. DeLong – yes; Mr. Reeser – yeas; Mr. Stevens – yes

On a motion by Mr. Bradhurst, seconded by Mr. Reeser, the board approved the following personnel items:

**a. Employment for the 2012-13 school year:**

**Classified:**

Melissa Gerland Substitute Aide/Administrative Assistant

Jeremy Strawser Substitute Aide/Administrative Assistant

Judy Spiller Substitute Aide/Administrative Assistant

Jennifer Adkins-Watkins Substitute Aide/Administrative Assistant

Retroactive: October 3, 2012

**Certified**:

Tiffany Lewis Home Instruction Tutor

Retroactive: September 24, 2012

Rate: per negotiated agreement (Hours to be approved by Special Needs Coordinator)

Julie Strawser Home Instruction Tutor

Effective: October 1, 2012

Rate: $29.48 per hour (Hours to be approved by Special Needs Coordinator)

Michelle Sargent Substitute Tutor (New Hope)

Rate: per negotiated agreement

Paid through Auxiliary Funds

Retro: 8/22/12

(Hours to be approved by Director of Operations)

Paula Richmond Substitute Tutor (New Hope)

Rate: per negotiated agreement

Paid through Auxiliary Funds

Retro: 8/22/12

(Hours to be approved by Director of Operations)

**Extracurricular:**

Kym Ritter and Julie Scherer TBT Co-Leaders

Nicholas Drive

Grade 3 Reading

Nic Hamman EMS Substitute Game Manager

Retroactive: September 6, 2012

Rate: $21.68 per hour

Girls Basketball

Steve Kalinoski CHS Varsity Assistant Coach

Step: 9

Ben Brisker CHS Reserve Coach

Step: 0

Danielle Mogan CHS Volunteer Assistant Coach

Evan Callihan CHS and Elementary Volunteer Assistant Coach

Bill Search EMS Eighth Grade Coach

Step: 15+

Nic Hamman EMS Seventh Grade Coach

Step: 1

Jada Truex Elementary Volunteer Coach

Boys Basketball

Kyle McFerin CHS Varsity Assistant Coach

Step: 4

Randy Brown CHS Reserve Coach

Step: 1

Kurt Young EMS Seventh Grade Coach

Step: 2

Wrestling

Robert McLaughlin CHS Volunteer Assistant Coach

Jerry Post CHS Volunteer Assistant Coach

Kevin Keaton EMS Head Coach

Step: 15+

Jeremy Strawser EMS Assistant Coach

Step: 0

**c. Correction:**

The rate for home instruction tutors as approved at the September 12, 2012 meeting was incorrect. The corrected rate for home instruction tutors Loribeth Kowalski, Beth Wadlington, Kara Schooley, Peggy Burns and Matthew Hay should be $29.48 per hour.

Timothy Hoagland, EMS Band Co-Director, from Step 0 to Step 2.

Mrs. Williams – yeas; Mr. Bradhurst – yes; Mrs. DeLong – yes; Mr. Reeser – yeas; Mr. Stevens – yes

On a motion by Mrs. Williams, seconded by Mr. Stevens, the board accepted the Pickaway Educational Service Center substitute teacher list upon the superintendent’s approval.

Mrs. Williams – yeas; Mr. Bradhurst – yes; Mrs. DeLong – yes; Mr. Reeser – yeas; Mr. Stevens – yes

On a motion by Mrs. DeLong, seconded by Mrs. Williams, the board approved Lisa Sims for intermittent FMLA leave, to run concurrent with her sick leave from August 6, 2012 through October 29, 2012.

Mrs. Williams – yeas; Mr. Bradhurst – yes; Mrs. DeLong – yes; Mr. Reeser – yeas; Mr. Stevens – yes

On a motion by Mrs. Williams, seconded by Mrs. DeLong, the board approved the proposal submitted by RoundTown Taxi & Shuttle for transportation services for special needs students.

Mrs. Williams – yeas; Mr. Bradhurst – yes; Mrs. DeLong – yes; Mr. Reeser – yeas; Mr. Stevens – yes

On a motion by Mr. Stevens, seconded by Mr. Mr. Reeser, the board entered into a discussion on the following contract between the City of Circleville and the Circleville City Board of Education:

**C O N T R A C T**

**BETWEEN THE CITY OF CIRCLEVILLE AND THE**

**CIRCLEVILLE CITY SCHOOL DISTRICT BOARD OF EDUCATION**

This contract is made by and between the City of Circleville, acting through the Department of Public Service and Planning & Zoning (hereinafter referred to as the "CITY"), 104 E. Franklin St., Circleville, Ohio 43113, and the Circleville City

School District Board of Education (hereinafter referred to as the “SCHOOL DISTRICT BOARD"), 388 Clark Drive, Circleville, Ohio 43113.

**WITNESSETH:**

**WHEREAS**, the SCHOOL DISTRICT BOARD is constructing improvements to the campus located on Clark Drive, Circleville, Ohio, in partnership with the Ohio School Facilities Commission, through the Commission’s Classroom Facilities Assistance Program (the “CFAP PROJECT”), and the budget for the project includes funds for site safety access allowances to address turn lanes and other improvements needed to assure safe access to the school facilities; and

**WHEREAS**, the CITY is constructing public street improvements, including improvements to and extension of Clark Drive, including storm sewer and water main improvements; extension of Brookhill Lane, including water main improvements; construction of a roundabout connecting Clark Drive and Brookhill Lane; construction

of a turn lane and traffic signals at U.S. 22 for access to Brookhill Lane, which connects to Clark Drive; and construction of a bike/multi-use path, all of which will benefit the SCHOOL DISTRICT BOARD and help assure safe access to the school facilities located on the SCHOOL DISTRICT BOARD’s property (referred to as the “SITE ACCESS SAFETY IMPROVEMENTS”); and as depicted/described on the attached Exhibit A; and

**WHEREAS**, the SCHOOL DISTRICT BOARD, in the interest of time and efficiency, has included the construction of certain storm sewer improvements for Brookhill Lane as part of the SCHOOL DISTRICT BOARD’s early site package improvements to its campus (referred to as the “BROOKHILL LANE STORM SEWER IMPROVEMENTS”), as depicted/described on the attached Exhibit A; and

**WHEREAS**, the SCHOOL DISTRICT BOARD agrees that it will contribute certain funds included in the budget for the CFAP PROJECT for site safety access allowances to the CITY as its share of the costs to construct the SITE ACCESS SAFETY IMPROVEMENTS; and

**WHEREAS**, the CITY agrees that there shall be a set-off from such contribution by the SCHOOL DISTRICT BOARD in the amount of the funds expended by the SCHOOL DISTRICT BOARD for the BROOKHILL LANE STORM SEWER IMPROVEMENTS; and

**WHEREAS**, the SCHOOL DISTRICT BOARD hereby enters into this contract with the CITY to provide for payment of the agreed portion of the cost of the SITE ACCESS SAFETY IMPROVEMENTS minus the set-off for the BROOKHILL LANE STORM SEWER IMPROVEMENTS.

**NOW, THEREFORE,** in consideration of the premises and the performances of mutual covenants hereinafter set forth, it is agreed by parties hereto as follows:

**SECTION 1: RECITALS**

The foregoing recitals are hereby incorporated as a material part of this contract.

**SECTION 2: PURPOSE**

The purpose of this contract is to set forth requirements associated with the SITE ACCESS SAFETY IMPROVEMENTS (also referred to as the "PROJECT") and to establish the responsibilities for the administration of the PROJECT by the SCHOOL DISTRICT BOARD and the CITY.

**SECTION 3: SCOPE OF WORK**

The work to be performed under this contract shall consist of the following:

**This Project will include construction of improvements to the existing Clark Drive and construction of a new Clark Drive extension, including storm sewer and water main improvements; construction of a roundabout to provide access to the school site and connectivity to Clark Drive and Brookhill**

**Lane; construction of a new bike/multi-use path along Clark Drive from Nicholas Drive to the roundabout, construction of a new Brookhill Lane, including water main improvements; and improvements to U.S. 22 including widening for turn lanes and traffic signals at the intersection of Brookhill Lane and U.S. 22, all of which are depicted in Exhibit A.**

**SECTION 4: FINANCIAL PARTICIPATION**

1. The CITY agrees to provide the necessary funds as enumerated in this section and allowed by law for the financing of the Project.

2. The CITY may allocate the money contributed by the SCHOOL DISTRICT BOARD in whatever manner it deems necessary in financing the cost of construction, right-of-way, engineering, and incidental expenses, notwithstanding the percentage basis of contribution by the SCHOOL DISTRICT BOARD.

3. The total cost and expenses for the Project are only an estimate and the total cost and expenses may be adjusted by the CITY. The contribution by the SCHOOL DISTRICT BOARD is limited to the funds included in the CFAP PROJECT budget for the hard costs associated with the site access safety allowances minus the set-off set forth in Item 4 below.

4. The SCHOOL DISTRICT BOARD agrees to pay to the CITY as its share of the total estimated costs and expenses for the SITE ACCESS SAFETY IMPROVEMENTS the maximum amount of **Seven Hundred Seventy-Three Thousand Nine Hundred Twenty-Seven and Twenty-Five Hundredths Dollars ($773,927.25)**, which amount represents the three site access safety allowances included in the current version of the Cost Calculator prepared by the Ohio School Facilities Commission for the CFAP PROJECT, minus a set-off for the funds

expended by the SCHOOL DISTRICT BOARD for the BROOKHILL LANE STORM SEWER IMPROVEMENTS. The bid/contract amount for the BROOKHILL LANE STORM SEWER IMPROVEMENTS is **Two Hundred Fifty-Nine Thousand Six**

**Hundred Dollars ($259,600.00)**, not including change orders. The total set-off to

the SCHOOL DISTRICT BOARD shall include the final contract amount, including any change orders.

5. The CITY acknowledges and agrees that the Ohio School Facilities Commission, as the co-owner of the CFAP PROJECT improvements, may modify the CFAP PROJECT budget and may eliminate an allowance from the budget if the Master Facilities Plan for the CFAP Project is modified and amended.

6. The parties agree that the SCHOOL DISTRICT BOARD’s obligation under this Contract shall be the maximum amount referenced in Item 4 above and may be less if a site access safety allowance is removed from the CFAP PROJECT by the Ohio School Facilities Commission.

**SECTION 5: RIGHT-OF-WAY AND UTILITIES**

1. The SCHOOL DISTRICT BOARD agrees that all right-of-way on SCHOOL DISTRICT BOARD property required for the PROJECT will be provided to the CITY. The CITY agrees that all right-of way required for the Project from any other property owner(s) will be acquired and/or made available in accordance with current State and Federal regulations. The CITY also understands that right-of-way costs include eligible utility costs.

2. The CITY agrees that all utility accommodation, relocation, and reimbursement will comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual, including that:

A. Arrangements have been or will be made with all utilities where facilities are affected by the described PROJECT, that the utilities have agreed to make all necessary removals and/or relocations to clear any construction called for by the plans of this PROJECT, and that the utilities have agreed to make the necessary removals and/or relocations after notification by the SCHOOL DISTRICT BOARD or CITY.

B. The CITY shall, at its own expense, make all removals and/or relocations of publicly-owned utilities which do not comply with the reimbursement provisions of the ODOT Utilities Manual. Publicly-owned facilities which do comply with the

reimbursement provisions of the ODOT Utilities Manual will be removed and/or relocated at project expense, exclusive of betterments.

C. The removals and/or relocation of all utilities shall be done in such a manner as not to interfere with the operation of the contractor constructing the PROJECT and that the utility removals and/or relocations shall be approved by the CITY and performed in accordance with the provisions of the ODOT Construction and Materials Specifications.

**SECTION 6: ADDITIONAL PROJECT OBLIGATIONS**

1. The CITY shall initiate the competitive bid letting process and award the PROJECT in accordance with its policies and procedures.

2. The CITY agrees:

A. To keep said roadways open to traffic at all times;

B. To maintain the PROJECT in accordance with the provisions of the statutes relating thereto,

C. To make ample financial and other provisions for such maintenance of the portions of the PROJECT located on SCHOOL DISTRICT BOARD property after its completion or as otherwise agreed to with the CITY;

D. To maintain the right-of-way and keep it free of obstructions and hold said right-of-way inviolate for public roadway purposes; and

E. To place and maintain all traffic control devices conforming to the Ohio Manual on Uniform Traffic Control Devices on the project in compliance with the provisions of Section 4511.11 of the Ohio Revised Code.

**SECTION 7: DISPUTES**

In the event that any disputes arise between the CITY and the SCHOOL DISTRICT BOARD concerning interruption of or performance pursuant to this Contract, such disputes shall be resolved through mediation between the parties and if mediation is not successful by the Court of Common Pleas for Pickaway County, Ohio.

**SECTION 8: NOTICE**

Notice under this contract shall be directed as follows

**Circleville City School District City of Circleville**

Board of Education Dept. of Public Service and

388 Clark Drive Planning & Zoning

Circleville, OH 43113 104 E. Franklin St.

Circleville, OH 43113

**SECTION 9: GENERAL PROVISIONS**

1. Neither this Contract nor any rights, duties or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.

2. Any change to the provisions of this Contract must be made in a written amendment executed by both parties.

3. This Contract and any claims arising out of this contract shall be governed by the laws of the State of Ohio. Any provision of this Contract prohibited by the law of

Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this contract or the performance thereunder shall be brought only in the Court of Common Pleas for Pickaway County, Ohio, and the parties hereby irrevocably consent to such jurisdiction.

4. All financial obligations of the CITY, as provided in this Contract, are subject to the provisions of the Ohio Revised Code. The financial obligations of the CITY shall not be valid and enforceable unless funds are appropriated by the CITY and encumbered by the CITY. Additionally, it is understood that this financial obligation of the SCHOOL DISTRICT BOARD shall not be valid and enforceable unless funds are appropriated by the SCHOOL DISTRICT BOARD’s legislative body and further are subject to the amounts included in the CFAP PROJECT budget for site access safety allowance, as those allowance items may be modified by the Ohio School Facilities Commission when changes are made to the Master Facilities Plan for the CFAP PROJECT.

5. This Contract shall be deemed to have been substantially performed only when fully performed according to its terms and conditions and any modification thereof.

**SECTION 10: SIGNATURES**

Any person executing this contract in a representative capacity thereby warrants that he/she has been duly authorized by his/her principal to execute this contract on such principal behalf.

After some discussion, it was decided to table the motion on the contract until the next board meeting.

On a motion by Mrs. Williams, seconded by Mrs. DeLong, the board approved the following Agreement and Release between the Auditor of State and Circleville City Schools:

This is an agreement between the Circleville City School District ("District"), a Local Education Agency ("LEA"), and the Auditor of State ("AOS") for the purpose of sharing information with the AOS in a manner consistent

with the Family Education Records Privacy Act of 1974 ("FERPA") and section 3319.321 of the Ohio Revised Code. The information will be used by AOS to conduct audits of this LEA. In order to complete these audits, AOS requires the use of student data from the LEA or its agent acting as the depository of data.

1. THE FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACTS

STATUTE (FERPA) describes circumstances under which LEA's are authorized to release data, specifically students' personally identifiable information, from an education record. This information can be disclosed to

organizations carrying out "an audit or evaluation of Federal- or State­ supported education programs, or for the enforcement of or compliance with Federal legal requirements related to these programs as authorized by 34 CFR Section 99.3I and a Scope of Work Agreement entered into with the Ohio Department of Education (ODE)." Ohio's student privacy statute, section 3319.321 of the Revised Code, similarly permits auditors to access personally identifiable information as agents of the State under Chapter I I 7.

II. COMPLIANCE WITH FERPA AND RC 3319.321. To effect the transfer of data subject to FERPA and RC 3319.321, AOS agrees to:

I. In all respects comply with the provisions of FERPA and RC 3319.321. For purposes of this agreement, "FERPA" includes any amendments or other relevant provisions of federal law, as well as all

requirements of Chapter 99 of Title 34 of the Code of Federal Regulations. Nothing in this agreement may be construed to allow either party to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation.

2. Use the data shared under this agreement for no purpose other than audits authorized under Section 99.35 Title 34 of the Code of Federal Regulations. AOS further agrees not to share data received under this Agreement and Release with any other entity without the LEA's approval.

3. Require all employees, contractors and agents of any kind to comply with all applicable provisions of FERPA, other federal laws, and section 3319.321 of the Ohio Revised Code with respect to the data shared under this agreement. AOS agrees to require and maintain an appropriate confidentiality agreement from each employee, contractor or agent with access to data pursuant to this agreement. Nothing in this paragraph authorizes sharing data provided under this Agreement with any other entity for any purpose

other than completing AOS's work authorized under the Agreement with ODE.

4. Maintain all data obtained pursuant to this agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this agreement except as necessary to fulfill the purpose of the original request. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding students, are subject to the provisions of this agreement in the same manner as the original data. The ability to access or maintain data under this

agreement shall not under any circumstances transfer from AOS to any other institution or entity.

5. Not to disclose any personally identifiable information or other data obtained under this agreement in a manner that could identity an individual student to any other entity in published results of studies as authorized by this agreement.

6. Not to provide any personally identifiable information or other data obtained under this agreement to any party ineligible to receive data protected by FERPA or prohibited from receiving data from any entity.

7. Destroy all personally identifiable information and other data obtained under this agreement when it is no longer needed for the purpose for which it was obtained. All data no longer needed shall be destroyed or returned in compliance with 34 CFR Section 99.35(b) (2). AOS agrees to require all employees, contractors, or agents of any kind to comply with this provision.

III. DATA REQUESTS. The LEA may decline to comply with a request if it determines that providing the data in the manner requested would violate FERPA or applicable State laws and/or would not be in the best interest of current or former students. All requests shall include a statement of the purpose for which it is requested and an estimation of the time needed to complete the project for which the data is requested. Data requests may be submitted by post, electronic mail, facsimile or hand delivery.

IV. AUTHORIZED REPRESENTATIVE. AOS shall designate in writing a single authorized representative able to request data under this agreement. The authorized representative shall be responsible for

transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this agreement, including confirmation of the completion of any projects and the return or destruction data as required by this agreement. The ITC or its agents may upon request review the records required to be kept under this section.

V. TERM. This Release and Agreement takes effect upon signature by the authorized representative of each party and will remain in effect until 09/30/2013. The parties further understand that either party may cancel

this agreement and be released at any time for reasonable cause,

upon thirty-day written notice. Notice of such cancellation shall be sent or otherwise delivered to the persons signing this agreement. The LEA specifically reserves the right to cancel this agreement immediately upon discovery of non-compliance with any applicable federal or state laws, rules or regulations. Further, the AOS specifically reserves the right to cancel this agreement immediately should the LEA, in its sole discretion, determine that student information has been released in a manner inconsistent with this agreement, has not been maintained in a secure manner, or that substantially similar data has become

generally available for research purposes through any other mechanism. In the event of immediate cancellation, a notice specifying the reasons for cancellation shall be sent to the LEA or AOS representative.

Mrs. Williams – yeas; Mr. Bradhurst – yes; Mrs. DeLong – yes; Mr. Reeser – yeas; Mr. Stevens – yes

On a motion by Mrs. Williams, seconded by Mr. Bradhurst, the board approved the LFI amendment as follows:

**APPROVING LFI AMENDMENT**

**TO THE CONSTRUCTION MANAGEMENT SERVICES AGREEMENT FOR THE CFAP PROJECT**

**AND AUTHORIZING SIGNING OF THE CONSENT TO PAYMENT FOR THE AMENDMENT**

WHEREAS, the Ohio School Facilities Commission entered into an agreement for construction management services with Lend Lease (US) Construction, Inc. for the Circleville City School District’s Classroom Facilities Assistance Program (“CFAP”) project, and the agreement covers services and compensation related to the improvements included in the Master Facilities Plan for the District; and

WHEREAS, the Board determined to include additional square footage in the project and other costs and improvements, which were not part of the Master Facilities Plan for the CFAP project and which were not co-fundable project costs (all of which is referred to as the ”LFIs Improvements”); the LFI Improvements are described on the Ohio School Facilities Commission (“OSFC”) Form Agreement Local Funded Initiatives (LFI) documents (“LFI MOUs”), which have been prepared and updated at each design phase and after bids were received for the work to track the costs associated with the LFI Improvements; and the Board recognizes that it is responsible for all costs associated with the LFI Improvements, including compensation to the construction manager for its services; and

WHEREAS, based upon the bids received for the work, which includes additional square foot area within the three new buildings and additional scope items for the new middle school and high school (waterline extension, bleacher seating, veneer, and geothermal) and for the new elementary school (veneer, geothermal, and gym floor), the additional construction cost for which services were provided by the Construction Manager is $8,117,232.00, and the Construction Manager requests compensation for these services at the rate upon which its Agreement with the OSFC is based, which is 6.0% of the construction cost of the work; and

WHEREAS, an amendment to the agreement between the OSFC and Lend Lease (US) Construction, Inc. has been prepared and is presented to the Board for its approval to address the services and compensation related to the LFI Improvements, which will ultimately be forwarded to the Commission for approval and signature, providing that the Construction Manager will be paid the fixed amount of $487,033.92 for its additional services related to the LFI Improvements; and

WHEREAS, the Board wishes to approve the amendment and authorize the execution of the Consent of District attached to the amendment;

NOW, THEREFORE, BE IT RESOLVED by the Circleville City School District Board of Education as follows:

1. Based upon the recommendation of the Superintendent, the Board approves the amendment to construction management services agreement in the fixed amount of $487,033.92 for the LFI improvements and costs included in the CFAP Project.

2. The Board authorizes its President, the Superintendent and the Treasurer to sign the Consent of District on behalf of the Board and further authorizes the Treasurer to encumber the funds to pay the compensation described in the amendment for the LFI Improvements included in the Project.

Mrs. Williams – yeas; Mr. Bradhurst – yes; Mrs. DeLong – yes; Mr. Reeser – yeas; Mr. Stevens – yes

On a motion by Mrs. Williams, seconded by Mrs. DeLong, the board approved the following amendment:

**AMENDMENT TO THE AGREEMENT**

**FOR CONSTRUCTION MANAGEMENT SERVICES**

**FOR THE CIRCLEVILLE CITY SCHOOL DISTRICT**

**CLASSROOM FACILITIES ASSISTANCE PROGRAM PROJECT**

THIS AMENDMENT TO THE AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES("Second Amendment"),effective as of the date signed by the Commission, is by and between the **Ohio School Facilities Commission, 10 West Broad Street, Suite 1400, Columbus, Ohio, 43215** ("Commission") and **Lend Lease (US) Construction, Inc.** ("Construction Manager") and modifies the agreement between the Commission and the Construction Manager signed by the Commission on \_\_\_\_\_\_\_\_\_\_, for construction management services related to the Circleville City School District’s Classroom Facilities Assistance Program construction project (the “Commission Project”) to add District-funded improvements outside the scope of the Commission Project and the related costs for services related to those improvements.

**WHEREAS,** the Circleville City School District Board of Education (“School District Board”) included additional square foot area and certain overages and other improvements that were outside the scope of the co-funded Commission Project (this additional area and other improvements and costs are referred to as the “Locally Funded Initiative Items” or “LFI Improvements” or “LFIs”); and

**WHEREAS,** the LFIs are integral to the Commission Project and are further described in the Form Agreement for Local Funded Initiatives (LFI) document required by the OSFC to describe the locally funded initiative items included in the project, which is prepared and updated at each design phase and after contracts are awarded for the project; and

**WHEREAS,** the School District Board is responsible for payment of the costs associated with the LFIs, including all construction management services, and the School District Board agrees to pay such costs as described herein; and

**WHEREAS,** it is the intention of the Commission and Construction Manager to amend their Agreement related to the Project financed through the Commission to provide for construction management services for the LFIs;

**NOW, THEREFORE,** in consideration of the mutual promises herein contained, the Commission and the Construction Manager agree to amend their Agreement pursuant to Subparagraph 9.5.2 as follows:

1. The Construction Manager agrees to provide construction management services for the LFIs for which the construction budget is $8,117,232.00 ($7,182,530.00 for the new middle school and high school buildings and $934,702.00 for the new elementary school). The improvements identified in the post-bid LFI MOU document include waterline extension, bleacher seating, veneer, and geothermal at the new middle school and high school buildings and veneer, geothermal, and gym floor at the new elementary school), all of which was beyond the scope of the Master Facilities Plan for the Project. The LFI MOU for each building documents improvements that are outside the scope of the co-funded Commission Project and that are the sole responsibility of the Board to fund.
2. The Construction Manager agrees to accept as full compensation for the services required for the LFIs, and any other improvements identified that are outside the scope of the co-funded Commission Project, the fixed amount of $487,033.92, which is calculated at 6.0% of the construction cost of the LFI Improvements. The School District Board shall be responsible for all payments to the Construction Manager for the services required for the LFI Improvements. Under no circumstance will the Commission assume responsibility for compensation related to the LFI Improvements described in this Second Amendment.

Mrs. Williams – yeas; Mr. Bradhurst – yes; Mrs. DeLong – yes; Mr. Reeser – yeas; Mr. Stevens – yes

On a motion by Mrs. Williams, seconded by Mrs. DeLong, the board approved the Superintendent to attend the AASA National Conference February 19-23, 2013.

Mrs. Williams – yeas; Mr. Bradhurst – yes; Mrs. DeLong – yes; Mr. Reeser – yeas; Mr. Stevens – yes

On a motion by Mr. Bradhurst, seconded by Mr. Reeser, the board approved payment to the following parents in lieu of transportation to New Hope Christian School at the minimum rate allowed:

Renea Byers – 2 children

Jacqueline Cameron – 2 children

Shad and Jennifer Caplinger – 1 child

Kara Conley – 1 child

Jason and Brandy Coyan – 2 children

Brandi Cradlebaugh – 1 child

Beverly Curry – 1 child

Annisa Dudas – 1 child

Jan Fullerton – 1 child

Sara Hamilton – 2 children

Julie Heidish – 2 children

Dale and Darlene Herron – 1 child

Amy Johnson – 1 child

Phil and Natalie Krouse – 1 child

Mark Lattimer – 2 children

Brian and Tami McCallister – 2 children

Jay Neff – 2 children

Paul and Jacci Norris – 3 children

John B. Peters – 1 child

Tara Richmond – 2 children

April Sadler – 2 children

Anthony Schaffer – 2 children

Barb Sizemore – 1 child

Jason and Mandi Stone – 2 children

Will and Sandy Thomaschek – 1 child

Amy Troxel – 1 child

Michelle Turk – 2 children

Pamela and David Vanasdlen – 2 children

Daryl and Karyn Wolfe – 2 children

Mrs. Williams – yeas; Mr. Bradhurst – yes; Mrs. DeLong – yes; Mr. Reeser – yeas; Mr. Stevens – yes

On a motion by Mrs. Williams, seconded by Mrs. DeLong, the board approved the following fiscal items:

#### a. Financial Report – September, 2012

#### b. Warrants – September, 2012

c. Donations:

From CHS Plus 50 Alumni to CHS National Honor Society in the amount of $50.00

From Dollar Tree school supplies collected to Court Street Intermediate School valued at approximately $505.00

d. Student Activity:

Class of 2013 - Revised Activity Budget and Creation of Philosophy

AFS - Creation of Philosophy

e. Purchase Orders After the Fact:

Impact - $500.00 – Dave Truex

Your Bottled Water, Inc. - $109.00 – Jackie VanArsdalen

Teacher Learning Center - $970.05 – Lisa Heins

OnSite LLC - $293.00 – Tom Patterson

f. Permanent Appropriations for FY13

FUND PERMANENT APPROPRIATIONS WITH

CARRYOVER ENCUMBRANCES FY2013

001 General 22,542,860.00

002 Bond Retirement 3,379,046.00

003 Permanent Improvement 531,853.00

004 Building 6,258,000.00

034 Classroom Fac. Maint. 263,760.00

070 Capital Projects 100,000.00

006 Lunchroom 1,000,000.00

007 Trust 8,687,00

010 Classroom Facilities 19,028,717.00

018 Principal’s 50,000.00

019 Foundations 0.00

024 Insurance 2,940,915.00

029 Scholarship 1,000.00

200 Student Activities 140,000.00

300 Athletics 168,100.00

State Grants

401 Auxiliary Service 92,688.00

439 Early Childhood 158,720.00

451 OneNet 10,800.00

499 Misc. State Grants 0.00

Federal Grants

504 Education Jobs 0.00

506 Race to the Top 226,624.00

516 IDEA – VI-B 624,295.00

533 Title II-D 2,828.00

536 Title I – School Imp 6,396.00

572 Title I 709,775.00

584 Title IV – SDFSG 0.00

587 Preschool – IDEA 11,044.00

590 Title II – Imp Teacher 150,680.00

599 Misc. Federal Grants 607,218.00

599 OTIF 85,631.00

Total All Funds 59,099,637.00

g. Changes to the Amended Certificate of Estimated Resources FY13

FUND CHANGE

070 Capital Projects +100,000.00

034 Classroom Fac Maint +263,760.00

Mrs. Williams – yeas; Mr. Bradhurst – yes; Mrs. DeLong – yes; Mr. Reeser – yeas; Mr. Stevens – yes

On a motion by Mrs. Williams, seconded by Mrs. DeLong, the board voted to adjourn the meeting at 8:20 p.m.

Mrs. Williams – yeas; Mr. Bradhurst – yes; Mrs. DeLong – yes; Mr. Reeser – yeas; Mr. Stevens – yes

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

President

ATTEST

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Treasurer